MINIMUM STANDARDS FOR
COMMERCIAL AERONAUTICAL
ACTIVITIES AND SERVICES

AT

ACADIANA REGIONAL AIRPORT

AND

LE MAIRE MEMORIAL AIRPORT

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I. INTRODUCTION

A. GENERAL

1. The Iberia Parish Airport Authority (hereinafter referred to as “the Authority”) is responsible for the administration of Acadiana Regional Airport (ARA) and Le Maire Memorial Airport (LMA) in Iberia Parish, Louisiana. In order to foster, encourage, and insure economic growth and the orderly development of aviation and related aeronautical activities at both Airports, the Authority has established certain Minimum Standards for all Operators at both Airports.

2. The specific operations conducted on the Airports determine which standards are applied to a prospective Operator (hereinafter also referred to as “Tenant” or “Lessee”) in order to assess the potential Operator’s ability to adequately and safely serve the needs of the public. In addition, it sets forth the operating requirements which the Operator must accept if it is to operate on either Airport.

3. The following sections provide the Minimum Standards for a person or persons, partnership, company, trust, or corporation (herein referred to collectively as “Person,” “Tenant” or “Lessee”) based upon the Airport(s) and engaging in one or more activities at the Airport(s). These Minimum Standards are not intended to be all-inclusive because the Operator of a commercial venture who is based on the Airport(s) will be subject additionally to applicable federal, state, and local laws, codes and ordinances including the Airport Rules and Regulations (refer to Operations Manual) pertaining to all such activities.

4. A written agreement or lease, properly executed by the Authority and the Operator, is a prerequisite to tenancy on the Airport(s), and both the written agreement and tenancy are prerequisites to the commencement of any activities and/or operations based at the Airport(s). The Contract provisions will be compatible with these Minimum Standards and will not change or modify the standards themselves. These Minimum Standards may be included in whole, in part, or by reference as part of all Leases between the Authority and any Person desiring to be based on and operate from the Airport(s) and engage in any aeronautical services and activities. Information relative to rentals, fees, and charges applicable to the proposed aeronautical services will be made available to the prospective Operator by the Airport Director at the time of application or during the contract development.

5. These Minimum Standards and Requirements were made effective by the Airport Authority July, 2009, and are not retroactive and do not bear on or affect any written agreement, properly executed prior to the date of adoption and approval of these same Minimum Standards.

6. These Minimum Standards may be revised by the Airport Authority as conditions may require. All Operators/Lessees shall verify with the Authority that they have a complete and current document. These Minimum Standards may be supplemented
and amended by the Authority in such manner and to such extent as is deemed proper, provided that prior to any amendment or supplement to these Minimum Standards, all Operators at the Airport(s) will be given written notice of the proposed amendments and/or supplements.

7. A hearing may be requested to be held not less than ten (10) nor more than fifteen (15) days after the date of said written notice, at which time may any Operator appear, in person and/or by counsel, and state their objection(s), if any, otherwise to comment, regarding such proposed amendments and/or supplements. No such amendments or supplements shall affect any contractual relationship presently existing between the Authority and Operators. Any Contract, entered into with an Applicant after the amended or supplemented Minimum Standards are adopted by the Authority, shall be terminated or cancelled in the event of failure to comply with any modification or amendments to these Minimum Standards, after notice thereof shall have been given.

B. STATEMENTS OF POLICY

1. A fair and reasonable opportunity, without discrimination, shall be accorded to all applicants to qualify, and compete in any public bid process (as may be required, or otherwise elected to be, and actually used), for available Airport facilities and the furnishing of selected aeronautical services, subject however to the Minimum Standards and Requirements as established by the Authority and set forth herein.

2. In all cases where the words “standards” or “requirements” appear, it shall be understood that they are modified by the word “minimum.” All Operators will be encouraged to exceed the minimums. No Operator will be allowed to operate or provide services less than the minimums.

3. Contingent upon its qualifications, its meeting the established Minimum Standards, the submittal and Airport Authority approval of an “Application for Lease of Land and/or Facilities,” the execution of a Lease with the Authority, and the payment of the prescribed rentals, fees and charges, the Operator shall have the right and privilege of engaging in and conducting activities selected by it on the Airport(s) as specified by the Lease.

4. The granting of such right and privilege, however, shall not be construed in any manner as affording the Operator any exclusive right of use of the premises and facilities and the Airport, other than those premises which may be leased exclusively to it, and then only to the extent provided in the Lease. The Authority reserves and retains the right for the use of the Airport(s) by others who may desire to use the same, pursuant to applicable federal, state, and local laws, ordinances, codes, minimum standards, and other regulatory measures pertaining to such use. The Authority further reserves the right to designate the specific Airport areas in which the aeronautical services or operations may be conducted.

5. All Operators shall have the right in common with others authorized to do so, to use common areas of the Airport, including runways, taxiways, aprons, roadways, driveways, sidewalks, floodlights, landing lights, signals and other conveniences for the takeoff, flying and landing of the aircraft of the Operator.
6. All Operators shall make a commitment to provide for arrangements to remove from the Airport premises, within 90 days, any non-airworthy aircraft.

7. The Operator shall agree to abide by Lease provisions that are established for all Operators on the Airport.

II. DEFINITIONS

AERONAUTICAL ACTIVITY – Any activity which involves, makes possible, or is required for the operation of aircraft, or which contributes to or is required for the safety of such operations.

COMMERCIAL AVIATION OPERATOR – Any Person engaging in an activity which involves, makes possible, or is required for the operation of aircraft, or which contributes to, or is required for the safe conduct and utility of such aircraft operations, the purpose of such activity being to secure earnings, income, compensation, or profit, whether or not such objective or objectives are accomplished. A Commercial Aviation Operator is either a Fixed Base Operator (FBO) or a Specialized Aviation Operator (SAO).

FIXED BASE OPERATOR (FBO) – Any Person providing the minimum general aviation services required as follows:

1. Aircraft Line Services – fueling and lubricating; ramp parking and tie-down; crew and passenger lounge facilities; public restrooms and telephone; loading, unloading and towing.
2. Enclosed Hangar Aircraft Storage.
3. Aircraft, Engine, and Accessory Maintenance.
5. Aircraft Charter/Air Taxi.
6. New and Used Aircraft Sales and Rentals.

MINIMUM STANDARDS – The qualifications established by an Airport as the minimum requirements to be met as a condition for the right to conduct an aeronautical activity on the Airport.

SPECIALIZED AVIATION OPERATOR (SAO) – Any Person which provides one or more of the following activities or services:
1. Specialized Aircraft Repair Services (radios, painting, upholstery, propellers, instruments, accessories).
2. Specialized Commercial Flying Services.
3. Flight Training.
4. Aircraft Sales and Rental (new and/or used).
5. Aircraft Power Plant Repair, Overhaul and Installation.
6. Aircraft Rental.
A specialized Aviation Operator may not provide regular commercial services to the public in the areas of fueling, lubricating and miscellaneous services, ramp parking and tie-down or multi-plane aircraft storage. Such services require designation as an FBO.

III. LEASE REQUIREMENTS

D. PREQUALIFICATION REQUIREMENTS
The prospective Operator shall submit a completed “Application for Lease of Land and/or Facilities” on the current Airport Authority form with a $2,500 application fee to be formally accepted for consideration.

E. LEASE AND OPERATIONS AGREEMENT
1. Requirement of a Lease
   a. Prior to the commencement of operations, the prospective Operator (hereinafter also referred to as “Lessee” or “Tenant”) will be required to enter into a Lease (hereinafter also referred to as “Contract” or “Agreement”) with the Authority, which will recite the terms and conditions under which the Operator will conduct its business on the Airport(s), including, but not limited to, the term of the agreement; fees and charges; the rights, privileges and obligations of the respective parties; and other relevant covenants.

   b. Neither the conditions therein contained nor those set forth in these Minimum Standards represent a complete recitation of the provisions to be included in the Lease. Such provisions, however, will neither change nor modify the Minimum Standards nor be inconsistent therewith.

   c. The authority to equip, improve, establish fees and charges, and lease Airport facilities is provided by Louisiana Revised Statute (R.S.) 2:135.1. The terms are set forth in Paragraph B: “All Leases executed under the provisions of this Section shall be for a period not exceeding ten (10) years and shall provide for consideration to be paid as a cash rental, which shall be payable in cash annually or monthly as provided for in the lease, in advance; provided, however, that any person who leases such land or holds a ten year lease in full force as of the effective date of this Act and who, within the ten year term of the lease, seeks and receives prior written approval from the F.A.A. (F.A.A. Form 7460-1) and the Iberia Parish Airport Authority and adds or contracts for permanent improvements to be constructed or placed on or made to the land in the amount of not less than twenty thousand dollars ($20,000) and further provides that such improvements will become the property of the lessor without any cost to the lessor, the lessor may grant an option to the lessee to extend the primary term of the lease for and additional ten year period, may, at the option of and upon written notification to the lessor and upon a proper showing that such improvements have in fact been made or contracted for, lease such land for an additional period of not more than ten years, the payment of rentals therefore to be made as stipulated in the lease agreement. However, if the lessee seeks and receives prior written approval from the F.A.A. and the Iberia Parish Airport Authority and provides for the addition or construction of improvements on or to the land to a value in excess of
sixty thousand dollars ($60,000) and further provides that such improvements, will
become the property of the lessor without any cost to the lessor, the lessor may grant
an option to the lessee to extend the primary term of the lease for an additional ten
year period, or part thereof, for each sixty thousand dollars worth of improvements or
additions made on or to the land, not to exceed a maximum term of sixty (60) years.”

Where the Lessor has constructed or contemplates the
construction of a building or other improvements in order to expand the services of
the Airport, the Lessor seeks and receives prior written approval from the F.A.A. and the Iberia Parish
Airport Authority may execute a lease for a period not to exceed twenty-five
(25) years and provide for a monthly or annual rental, payable monthly or annually in
advance, and advertise in accordance with Subsection A, such lease may provide for
the option to renew on stipulated conditions, without further advertising or
competitive bidding, for periods not to exceed an additional twenty-five (25) years.”

F. Notwithstanding any provisions of law to the contrary, no
municipality, parish, Airport district, Airport authority, or other political subdivision
may grant a lease of an entire Airport nor may the public be deprived of its rightful,
equal and uniform use of the Airport or landing field or portion thereof, except at
such times as may be required in the interest of public safety and no exclusive
concession, license, or lease agreement may be made relative to the business of
servicing, repairing, or furnishing of supplies for aircraft, or the sale, rental, or leasing
of aircraft or flight instruction. Prospective lessees providing such services must have
complied with the minimal aeronautical standards established by the lessor and
approved by the office of aviation of the Department of Transportation and
Development.”

G. The provisions of this Section shall not be applicable to leases
entered into with existing fixed base operators prior to the effective date of this
Section. Nor shall it prevent the granting of an option to renew such leases for one
additional term without complying with the provision of this Section.

d. Minimum rental rates shall be established by the Authority.

e. If the Authority is required to cancel a lease for any reason (except for nonpayment of
rent), the Authority will reimburse the Lessee for the improvements placed upon the
land by Lessee. The amount of reimbursement shall be determined by arbitration. The
Authority will appoint a disinterested party, the Operator will appoint a disinterested
party, and these two arbitrators will appoint a third disinterested party and thereafter
the three arbitrators shall determine the amount of reimbursement due Operator by the
Authority and their decision shall be binding upon all parties. The cost of arbitration
shall be borne equally by the Authority and the Operator.

2. Site Development Standards
Physical facilities shall be in accordance with the requirements of “Schedule B” (found in
the Operations Manual as Exhibit 1). The Airport Director reserves the right to designate
specific public parking areas (free of charge) for use by any and all aircraft at any time.

3. Personnel

a. The Operator shall have on duty during operating hours, personnel trained and
equipped in such numbers as are required to meet these Minimum Standards in an efficient manner, for each aeronautical service being performed. The operator shall also provide a responsible person with authorization to represent and act for and on behalf of, the Operator during all business hours.

b. All Operators shall conduct their activities and render their services in a safe, responsible, non-discriminatory and efficient manner and the Operator shall be solely responsible for all of the acts of their tenants, agents, employees, guests and/or customers.

c. All personnel hereinafter required to hold Federal Aviation Administration certificates and ratings shall maintain such certificates and ratings for the duration of the Lease.

4. Maintenance

a. Maintenance of pavement constructed by the Authority shall be the responsibility of the Authority. Each Operator shall maintain the pavement constructed by the Operator. The maintenance of the entire building and grounds, utility costs, and each Operator's trash removal shall be his own responsibility. Utility line maintenance outside the Operator's property boundary delineated on the survey plat shall be the Authority's responsibility. Grass mowing and landscape maintenance within each Operator's leased area shall be the tenant's own responsibility.

b. The Operator shall be responsible for providing all janitorial and custodial services in its exclusive areas.

5. Insurance

a. The Operator shall procure, maintain, and pay premiums, during the term of his agreement, for insurance of the types and in the minimum limits set forth in the Lease. The insurance company, or companies, writing the required policy, or policies, shall be licensed to do business in the State of Louisiana.

b. All insurance, which the Operator is required by the Authority to carry and keep in force, shall include the Iberia Parish Airport Authority, Airport Director, Airport employees and the officers, agents, and the Iberia Parish Government as additionally named insured. The Operator shall furnish evidence of compliance with this requirement to the Airport Authority with proper certification that such insurance is in force and will furnish additional certification as evidence of changes in insurance not more than five (5) days after such change if the change results in an increase in coverage.

c. The applicable insurance coverages shall be in force during the period of any construction of the Operator's facilities and/or prior to their entry upon the Airport for the conduct of business.

d. The Operator shall furnish evidence of his compliance with the Louisiana Statutes with respect to Workmen's Compensation and Unemployment Insurance (where applicable).

e. Any Operator who, by nature of its size, has become self-insured, shall furnish
evidence of such self-insurance and shall hold the Airport Authority, the Iberia Parish Government and assigns harmless in the event of any claims or litigation arising out if its operation on the Airport.

6. General Lease Clauses

a. No operator may perform or provide any aeronautical activity or service upon the Airport(s) without a fully executed Lease Agreement.

b. All Lease Agreements executed shall contain the following assurances:

(1) Non-Discrimination - The (grantee, licensee, lessee, permittee, etc., as appropriate) for himself, his personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add "as a covenant running with the land") to operate the premises leased for the benefit of the public, and:
(a) No person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities;
(b) That in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination;
(c) That the (grantee, licensee, lessee, permittee, etc.) shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended;
(d) That said service will be furnished on a fair, equal, and not unjustly discriminatory basis to all users thereof; and
(e) That fair, reasonable, and not unjustly discriminatory prices for each unity or service will be charged; provided that the contractor may be allowed to make reasonable, nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

(2) Quality of Service – Lessee, its tenants, and sublessees shall have the right to and shall conduct a first-class commercial aviation service adequate at all times to meet the demands for such service on the Airport. Lessee, its tenants, and sublessees agree to conduct said business in a proper and courteous manner and to furnish good, prompt, and efficient commercial aeronautical services at all times.

(3) Aircraft Service by Owner or Operator of Aircraft – It is clearly understood and agreed by the Lessee that no right or privilege has been granted which would operate to prevent any person, firm or corporation operating aircraft on the Airport from performing maintenance and/or repairs on its own aircraft with its own regular employees that it may choose to perform, in their own leased area or in areas designated by the Airport Director.
(4) Non-Exclusive Rights – It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right, except to the areas to be occupied by the Authority, which areas shall be for the Authority’s exclusive use.

(5) Subordination – This Lease shall be subordinate to the provisions of any existing or future agreement between the Authority and the United States, relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the Airport. This subordination includes, but is not limited to, the right of the Authority, during times of war or national emergency, to lease the landing area, or any part thereof, to the United States Government for military or naval use, and if any such lease is executed, the provisions of this instrument, insofar as they are inconsistent with the provisions of the lease to the Government, shall be suspended.

(6) Airport Obstructions

(a) The Authority reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstructions, together with the right to prevent Lessee from erecting or permitting to be erected, any building or other structure on or adjacent to the Airport which, in the opinion of the Authority would limit the usefulness of the Airport or constitute a hazard to aircraft.
(b) Lessee shall, upon approval by the Authority and prior to any construction of any nature within the boundaries of the Airport, prepare and submit to the Federal Aviation Administration one executed FAA Form 7460-1, Notice of Proposed Construction or Alteration, as required by Federal Aviation Regulations (FAR) Part 77. This notice must be submitted at least thirty (30) days prior to the date of the proposed construction or the date that an application for a construction permit is filed, whichever is earlier.
(c) All Operators, occupying exclusively entire Airport structures, shall, at their own expense, install, maintain and operate proper obstruction lights on the tops of all buildings and structures used by them in their operation, and shall keep the same lighted from sunset to sunrise, as may be required by the Authority. The installation of the obstruction lights shall be in accordance with construction standards required by FAA and the Authority.

7) Authority’s Rights

(a) The Authority reserves the right, but shall not be obligated to Lessee, to maintain and keep in repair the landing area of the Airport and all publicly-owned facilities of the Airport, together with the right to direct and control all activities of Lessee in this regard.
(b) In the event of breach of any of the above nondiscrimination covenants, the Authority shall have the right to terminate the Contract and to re-enter and repossess said land and the facilities thereon, and hold the same as if said Contract had never been made or issued.
(c) The Authority reserves the right to further develop or improve the landing area of the Airport as it sees fit, and without unreasonable interference or hindrance.
(8) Compliance with Laws – All Lessees shall observe and comply with all laws, ordinances, rules and regulations of the United States Government, the State of Louisiana, Iberia Parish, and the Airport Authority and all agencies thereof which may be applicable to its operation, or to the operation, management, maintenance and administration of the Airport now in effect or hereafter promulgated. The Lessee shall provide to the Authority, upon its request, any and all permits, licenses or other evidence of compliance with all laws.

(9) Indemnity – The Lessee shall covenant and agree to indemnify and save harmless the Authority from any and all fines, suits, judgments, claims, demands, actions and/or causes of action of any kind and nature for personal injury or death or property damage in any way arising out of or resulting from any activity or operation of the Lessee on the premises, or in connection with its use of the premises; provided, however, that the Lessee shall not be liable for any injury, damage or loss occasioned by the sole negligence or willful misconduct of the Authority, its employees or agents. The Authority and Lessee shall give timely notice of any claim made or suit instituted which, in any way, directly or indirectly, contingently or otherwise, affect or might affect either party, and each party shall have the right to compromise and defend the same to the extent of its own interest.

(10) Right of Entry – The Authority may enter upon the leased premises at any reasonable time, and for any purpose necessary, incidental to, or connected with, the performance of the Lessee’s obligations under the Agreement or in the exercise of their function as Authority.

(11) No-Sham Affidavit – All terms and conditions with respect to any Lease are expressly contained herein, and the Lessee agrees that no representative or agent of the Authority has made any representation or promise with respect to this lease not expressly contained herein.

(12) Termination – Upon the expiration or other termination of any agreement, the Operator’s right to the premises, facilities, other rights, licensed services and privileges granted any Agreement shall cease, and the Operator shall, upon such expiration or termination, immediately and peacefully surrender such.

(13) Assignment – All covenants, stipulations and provisions in any Agreement to be entered into shall extend to and bind the legal representatives, successors, heirs and assigns of any and all parties thereto.

7. Subleases

a. No Operator shall be afforded the right to sublease or assign any Agreement or any portion(s) thereof, between the Operator and a third party except upon the prior express written permission of the Authority.

b. An application fee of two thousand, five hundred dollars ($2,500) shall be paid to Authority for processing a request to mortgage, pledge, hypothecate, encumber, assign, transfer or sublease. This application fee shall be due upon application and shall not be refundable, regardless of the Authority’s determination.
8. Right-of-Way and Easements
Lessee shall offer every reasonable cooperation in providing any and all utility easements as may be required and as such may affect the leased premises.

9. Prohibited Uses and Activities
For reasons of safety, health and economics, the following uses shall be prohibited on Acadiana Regional Airport or Le Maire Memorial Airport property:

a. Under no circumstances shall a Lessee establish any residence on the leased premises.
b. Any agricultural or other use which may attract birds or necessitate burning, either of which could cause hazardous conditions for aircraft landing at or taking off from the Airport(s).
c. Agricultural crops of plants which have a tendency to grow to excessive heights or which may attract hazardous wildlife, causing hazardous flying conditions.
d. Agricultural crops which require flooding or embankments to entrap water.
e. The burial, storage above ground, of any industrial waste, either solid, liquid or gas.
f. The clearing of land and/or crops, harvested or standing, by burning.

IV. DESIGN AND CONSTRUCTION STANDARDS FOR DEVELOPMENT OF ALL HANGARS

A. RESTRICTIONS AND BUILDING CODES

1. No Hangar structure shall be approved unless the building height restrictions imposed by the Acadiana Regional Airport Hazard Zoning Ordinance, Iberia Parish Building Codes, Federal Aviation Regulation Part 77 (a facility-specific ATC line-of-sight/shadow study) and the Airport's building restrictions are met.

The Airport Authority’s final approval, required before occupancy, is subject to the Airport Engineer’s final report confirming that all extant requirements have been met. Conditional occupancy may be granted but only with the Airport Authority’s formal consent.

2. Developers will be required to obtain all necessary Iberia Parish permits and pay all fees at their own expense as required by such codes and ordinances. All Hangar units must be designed and constructed in accordance with the established structure and use type-specific building codes.

3. All Hangar structure plans submitted to the Airport Authority for approval prior to the commencement of construction shall already bear the approval of the Louisiana State Fire Marshal’s Office.
B. DESIGN

1. Design and construction of Hangar units shall be subject to criteria included within this manual and be subject to Airport Authority approval prior to initiation of construction.

2. Prior to, and a prerequisite of, formal approval of any Hangar development plan or proposal, the Airport Authority shall be provided a plan sketch that identifies the following items:

   a. Hangar placement configuration.

   b. Vehicle parking location.

   c. Security fencing and access control device location(s).

   d. Taxiway/taxilane configurations.

   e. Proposed utility entry point(s).

3. All Hangars shall have metal frames, a minimum of a ten (10) year warranty on the entire structure, and a wind rating of at least 130 mph.

4. The exterior Hangar surface shall be of baked enamel or 26-guage aluminum sheeting and agree with the Airport color scheme standards of blue and white.

5. The following minimum standards are Hangar dimensions based on type and size of aircraft:
   WIDTH LENGTH INSIDE PEAK HT
   a. Single-Engine Piston: 42'2" 37'2" 11'

   b. Twin-Engine Piston: 46'0" 43'0" 13'6"

   c. Cabin Class, Twin-Engine: 60'0" 50'0" 16'4"

6. Each Hangar unit will provide two automobile parking spaces at the developer’s expense. Such parking may be located inside the hangar. Otherwise, vehicle parking will be located off-road and must conform to the requirements of Schedule “B.”

7. Each Hangar unit will be wired and connected to utility lines at developer’s expense with a minimum allowable 115V/60Hz, 30-ampere lighting and utility circuit.

8. Each Hangar unit will be placed on a full-coverage portland cement concrete (PCC) floor of sufficient structural strength to meet or exceed the design load(s).

9. A maximum of fourteen (14) Hangar units per acre will be allowed with a minimum clearance separation of 75 feet between facing units and 30 feet between adjacent unit groups.

10. Each Hangar development area will be fenced at the developer’s expense with chain link fencing with a minimum height of 6'9" with 3 strands of barbed wire on outriggers. Alternate existing fencing may have already been installed by the Airport Authority.
11. Taxiway/taxilane access will be provided at developer’s expense and shall be designed in accordance with Advisory Circular 150/5300-13, Airport Design. Alternatively, such existing taxiway/taxilane access may be previously installed by the Airport Authority.

12. Roadway access may be provided by the Airport Authority to the property line. The developer is responsible for construction of access beyond the property line within the leased premises.

13. Each Hangar developer shall provide at least one mobile A-B-C fire extinguisher in accordance with the local fire code or State Fire Marshal, whichever is greater, for each individual hangar bay, office space and rest room facility.

14. The storage of toxic or flammable materials in total quantity over five (5) gallons shall be forbidden by the Airport Authority.

15. Adequate drainage facilities shall be provided for all paved areas installed by the developer.

C. CONSTRUCTION

1. All construction materials and procedures are subject to approval by the Airport Authority and will comply with all applicable building codes, as well as Schedule “B,” Iberia Parish Airport Authority Restrictive Covenants Affecting Aviation and Industrial Development (at) Acadiana Regional Airport and LeMaire Memorial Airport, found in the Operations Manual as Exhibit 1.

a. All Airport soil declared as surplus or excessive will remain on the Airport(s). Removal from the leasehold premises shall be the Tenant’s responsibility and at its total costs.
b. All excess cement and/or asphalt or other paving material shall be removed from the Airport(s) before solidification.

2. Wiring must be installed by licensed electrical contractors and must comply with all applicable building codes. All exterior lighting shall comply with Schedule “B.”

3. No Hangar construction or related construction shall cause an aircraft navigation hazard, vehicle circulation hazard, or other safety hazard.

4. During construction, adequate warning lights and signs will be required with light activation at least from one hour before sundown to one hour after sunup as determined by the current time of year.

5. Disruption of normal Airport operations is prohibited.

6. During construction, no personnel may enter any taxiway or runway without approval from the ATC tower or Airport Management.
7. Construction of the proposed facilities shall begin within six (6) months (180 days) of the effective date of the lease agreement or that date which the property is released for construction, whichever is the later date. Construction shall begin within the time period specified unless a written waiver is granted by the Airport Authority. During the construction and until the completed facilities are approved by the Airport Authority the developer/lessee shall furnish and maintain a Performance and Payment Bond in an amount equal to the cost of the proposed investment, and in form acceptable to the Airport Authority.

8. The Airport Authority requires F.A.A. pre-authorization for proposed construction (Form 7460-1) and encourages all Tenants developing their own facilities to consult the Airport Engineer of Record to assure and warrant compliance with Authority-approved plans and specifications. The Airport Authority requires a minimum of three
(3) site inspections by the Airport Engineer and a written report to the Authority at completion. The inspections required are:

a. one prior to any hard surface placement;
b. one after structural framing; and,
c. one after weather surfaces are completed.

D. OPERATIONAL ACTIVITY AND MAINTENANCE
The following shall apply to the Hangar or Hangar complex. Responsibility to ensure compliance shall be that of the Hangar Lessee or Tenant of Record.

1. Hangar Maintenance – Each Hangar, apron, unpaved area, and other associated land and facilities shall be maintained on a continuous basis. The following shall specifically apply:
   a. No aircraft, aircraft parts, or any other material shall be stored outside the Hangar. Storage of rubbish, trash and/or garbage is absolutely prohibited.
   b. The Airport Authority reserves the right to inspect the Hangar(s) on a routine basis for compliance to these standards or other standards that may be developed by the Airport Authority in its overseeing of these developments and operations.
   c. No other storage of any kind shall be permitted at the Hangar development other than aircraft and associated equipment.

2. Fueling:
   a. Fueling shall only be accomplished by these organization(s) specifically approved by the Airport Authority to do so. An accidental fuel/oil/liquid spill plan shall be submitted annually to the Airport Director and A.R.F.F. fire service for use in time of need by every operator on the airports.
   b. Fuel shall not be stored or dispensed within any Hangar whatsoever.
   c. Fuel shall only be stored in above-ground facilities with any appropriate spill control devices and measures in place.

3. Aircraft Maintenance – No aircraft service beyond light maintenance, routine cleaning and inspection, all performed only by the owner(s) of the aircraft, shall take place within any Hangar(s).
V. FIXED BASE OPERATOR (FBO)

A. MINIMUM SERVICE REQUIREMENTS

1. In order to be designated an FBO at either Airport, an Operator must provide the following minimum services:
   a. Aircraft Line Services, including all of the following:
      (1) Fueling, lubricating, and miscellaneous service.
      (2) Ramp parking and tie-down.
      (3) Crew and passenger lounge facilities.
      (4) Public restrooms and telephone.
      (5) Loading, unloading and towing.
   b. Enclosed Hangar Aircraft Storage.

2. In addition to the two services listed above, in order to be designated an FBO at either Airport, an Operator must provide at least two (2) of the following four (4) services:
   a. Aircraft, engine and accessory maintenance and repair.
   b. Flight instruction and training.
   c. New and used aircraft sales and rentals.
   d. Aircraft charter/air taxi.

B. FBO SERVICE STANDARDS:

1. Aircraft Line Services activities shall provide:
   a. Fueling, lubricating and miscellaneous service.

   (1) The Operator shall demonstrate, to the satisfaction of the Authority that it has secured a reputable aviation gasoline and lubricant distributor who is obligated to provide the Operator with fuel and lubricants in such quantities, grades and types as are necessary to meet the public demand. Aviation fuels and lubricants delivered to the Operator by a vendor will be considered by the Authority to be fuels and lubricants dispensed by the Operator under the purview of the minimum rental rates established as part hereof.

   (2) The Operator shall lease from the Authority sufficient land for the installation of adequate above-ground fuel storage to comply with all applicable federal, state and local laws governing such products. Lessee shall provide for the on-site parking of required aircraft servicing equipment.

   (3) The Operator shall provide the required pump and delivery equipment, fixed and/or mobile, to meet all applicable requirements relative to grounding and fuel quality as required by Federal, State and local codes and regulations, and shall contain reliable metering devices which are subject to Federal, State and local codes and regulations. Mobile dispensing trucks, if used, shall have sufficient capacity for each grade of fuel available. Separate dispensing pumps for each grade of fuel are required.

   (4) The Operator shall have in his employ personnel trained in accordance with NFPA requirements in such numbers as are required to meet the public demand.
(5) The Operator shall have his premises open, with service available, from sunrise to sunset, daily.

(6) The Operator shall charge reasonable and non-discriminatory prices for aviation fuels and oils consistent with prices charged at other Airports for products of similar quality and grade, provided that the Operator may make reasonable and non-discriminatory discounts, rebates or similar types of price reductions to volume purchasers. The term, rights, privileges and responsibilities contained herein, shall be for a period co-extensive with the lease and license granted to the fixed base operator(s) on the Airport(s).

(7) The Operator shall provide fire detection and fire-fighting equipment as is required for the type(s) of operation(s) offered. The Operator shall maintain adequate types and amounts of fire extinguishers, both fixed and mobile, in all areas which are required to have fire extinguishers.

(8) Each Operator shall require its fuel and lubricants vendor(s) to furnish the Authority a duplicate copy of the delivery ticket for all aviation fuels and lubricants at the time such deliveries are made.

(9) Aviation fuels and oils delivered to the Operator by a vendor shall be considered by the Authority to be fuels and lubricants dispensed by the Operator.

(10) In conducting refueling operations, FBO shall use adequate electrical grounding facilities at fueling locations and shall provide approved types of fire extinguishers or other equipment commensurate with the fueling, defueling, and servicing of aircraft. All FBO fueling services and systems shall be subject to inspection for fire and other hazards by the Airport Director and the appropriate State and local fire agencies. FBO shall meet all applicable fire codes, federal state, and local laws, statutes, ordinances, rules, and regulations pertaining to fire safety. All fuel storage tanks will be installed above ground.

(11) Quality control of the fuel is the responsibility of the FBO. The Operator shall maintain current fuel reports on file and available for auditing at any time by the Airport Authority or the FAA. Fueling service by FBO shall be in full compliance with good safety practices, including proper fire protection and electrical grounding of aircraft during fueling operations as required in NFPA 407. F.B.O. shall be prohibited from “Hot Fueling” aircraft unless specifically trained to do so and/or it is an isolated matter that can be safely accomplished without resulting in bodily harm or the loss of life or limb to do so.

(12) FBO shall provide proper equipment for repairing and inflating aircraft tires, servicing oleo struts, changing engine oil, washing aircraft and aircraft windows, and recharging or energizing discharged aircraft batteries and starters. The Seaway FBO will also drain floats for all float-type aircraft.

(13) FBO shall provide for the adequate and compliant handling and disposal, away from the Airport, of trash, waste and other materials, including but not limited to used oil, solvents, and other waste. The piling or storage of crates, boxes, barrels or any other items unrelated to the Operator’s designated activities will not be permitted within or on the leased premises.
b. Aircraft ramp parking and tie-down.

(1) The aircraft parking, tie-down and storage of only functional aircraft shall be allowed within the leased premises.
(2) Adequate aircraft tie-down facilities and equipment, including restraining devices and wheel chocks in sufficient quantities to serve the flying public demand, shall be provided.

c. Aircraft crew and passenger lounge facilities – The areas provided for this purpose shall be conveniently located, heated and air-conditioned.

d. Public restrooms and telephone.

(1) Restrooms will be conveniently located, heated, ventilated, accessible to the passengers and crews, and maintained in a clean and sanitary manner.
(2) At least one working telephone will be provided for public use; otherwise, equipment available will satisfy demand.

e. Loading, unloading and towing.

(1) Operator shall provide adequate loading, unloading and towing equipment to safely and efficiently move aircraft and store them in times of all reasonably expected weather conditions.

(2) Seaway FBO will dock, beach and launch float planes and amphibious aircraft.

2. Aircraft storage.

a. Whether the Operator provides conventional, common-use hangar(s), tie-down storage facilities or T-hangars, that facility shall be in accordance with design and construction standards required and established by the Airport.

b. Minimum space and area requirements for this type of operation are as follows:

(1) Tie-down storage areas shall be paved with flush and adequately rated tie-down attachments and shall contain such equipment as necessary to meet the demand of the flying general public.
(2) The Operator shall lease an area of not less than 50,000 square feet of ground area on which shall be located a hangar building of at least 5,000 square feet, part of which can be used for aircraft storage.
(3) Hangars shall be configured to accommodate a minimum of ten (10) general aviation type aircraft.

c. The Operator must produce a certificate of insurance in accordance with the requirements set forth in the Operations Manual.
d. The Operator shall provide sufficient personnel trained to meet all requirements of the services offered.

e. The term of such agreement to be entered into with the Operator shall be for a period that is commensurate with R.S. 2:135.1.

3. Aircraft, engine and accessory maintenance and repair.

a. The Operator shall obtain and maintain any required repair station certificates as described in FAR Part 145 for the specified services provided.

b. The Operator shall lease an area of not less than 25,000 square feet of ground area on which shall be located a hangar or building of at least 6,000 square feet, part of which is to be used for aircraft, engine and accessory maintenance and repair. The minimum space shall be commensurate with the requirements set forth in FAR Part 145, but not less than those stated above.

c. The Operator shall provide sufficient personnel trained to meet all requirements for the repair and maintenance of aircraft, engines, parts and accessories.

4. Flight instruction and training.

a. The Operator shall have in its employ at least one properly certificated flight instructor to instruct student pilots in fixed- and/or rotary-wing aircraft.

b. The Operator shall provide any related ground school instruction necessary for a student taking a written examination and check ride for any appropriate rating from the FAA.

c. The Operator shall have, on a full-time basis, currently certificated pilot(s) and instructor(s) in sufficient numbers to meet the demand for such flight training.

e. The Operator shall own or have leased at least one certified aircraft equipped for flight instruction.

f. Adequate facilities for storing, parking and servicing any and all aircraft used in flight training.

5. New and used aircraft sales and rental.

a. The Operator shall provide suitable office space for conducting sales and rentals.

b. The Operator shall provide hangar storage space for at least one aircraft to be used for sales or rentals.

c. For rental, at least one airworthy aircraft which is properly maintained and certificated.

d. For sales activity of a new aircraft, a sales or distributorship franchise from a recognized aircraft manufacturer of new aircraft.
e. Adequate facilities for servicing the aircraft.

f. A certificated pilot capable of demonstrating new aircraft for sale or for checking out other pilots in rental aircraft.

6. Aircraft charter/air taxi.

a. The Operator shall provide adequate facilities for checking in passengers and handling of luggage, as well as a crew lounge and a passenger waiting area.

b. The Operator shall provide certificated aircraft with certificated, qualified operating crew.

C. LEASE TERMS AND CONDITIONS

These Minimum Standards shall be an integral part of the lease agreement by reference.

1. It is the intention of the Authority to execute a lease requiring the Fixed Base Operator to provide the services listed above in Paragraphs B.1 and B.2., and at least two (2) of the services listed above in Paragraphs B.3 through B.6 .

2. It is also the intention of the Authority that all leases shall be “triple net” leases; that is, that total costs for amortizing the investment and all operations and maintenance costs shall be borne by the FBO.

3. If needed, new hangars and/or any improvements to the leased premises may be constructed by an FBO only with the expressed prior written approval of the Authority and the F.A.A. (Form 7460-1).

4. Certain minimum charges as outlined herein shall be made which will be collected and paid to the Authority.

5. The rates or charges for aircraft parking, tie-down and storage made by Operators shall be determined by the FBO and subject to the requirement that all such rates or charges shall be reasonable and be equally and fairly applied to all users of the services. All rates shall be applicable only after review by and approval of the Airport Authority.

6. The Operator shall, at its own expense, pay all taxes and assessments against any building(s) and contents or any other structures placed on the premises and owned by them.

7. The Authority may but is not obligated to provide, at no cost to the Operator, all utility lines to the leased premises, from which point the Operator shall extend same, underground, as per its requirements and needs. The Authority may but is not obligated to pay the utility charges for exterior lighting as may be installed off the leased premises by the Authority. All other utilities are the responsibility of the Operator.

8. All building and grounds maintenance on Authority-owned or -financed facilities, including hangar doors and windows, is borne by the Operator. Building maintenance on individually-owned facilities shall be borne by the Operator.
9. Any improvement (with prior written approval from the Authority and the F.A.A. first obtained) made to the leased premises becomes the property of the Authority, at no expense to the Authority, upon completion and shall be maintained by the Operator throughout the term of the lease.

10. Maintenance of the entire leased area shall be the responsibility of the Operator, except for any pavement constructed and owned by the Authority which will be maintained by the Authority.

11. All sublease agreements must receive prior written approval of the Authority. The Operator must carry public liability insurance for any Sublessee or provide a certificate of insurance which shows the Lessee and the Authority as named insured, in accordance with the requirements set forth in the Operations Manual.

12. No oils, greases, detergents, or other insoluble substances shall be placed in the sewage or drainage systems or on the ground. All requirements issued by the Environmental Protection Agency or other governmental authority shall be complied with at all times.

13. Operators, in their use of the Airport(s), will not, on the grounds of race, color, sex or national origin, discriminate or permit discrimination against any person or group of persons in any manner prohibited by the Federal Aviation Regulations.

14. Airfield access control and airport security awareness shall be maintained at all times in accordance with standards established and required by the Airport Authority.

15. The active participation of each Operator in the Airport Security Program is mandatory.

16. Other insurance coverage shall be provided and paid for by the Operator in accordance with the minimum insurance required in the Schedule of Charges (see Operations Manual).

17. Landscaping of the leased premises is required. Each Operator will be required to provide a plan for landscaping the leased premises to be approved by the Authority and maintained by the Operator in a neat, clean and aesthetically pleasing manner.

VI. SPECIALIZED AVIATION OPERATOR (SAO)

Specialized Aviation Operator is the term used to denote an Operator of one or more of the following services. All Specialized Aviation Operators must comply with the minimum standards described herein.

A. AIRCRAFT REPAIR SERVICES

1. An aircraft repair service is any Operator engaged in the sale, maintenance and repair of aircraft radios, propellers, instruments, and accessories for general aviation aircraft, as well as the painting of aircraft. The Operator may furnish one or, if desired, any combination of the services mentioned above.
2. The Operator shall lease from the Authority such an area of ground space on which shall be erected a building providing sufficient floor space to hangar at least one (1) prior-specified and dimensioned aircraft, to house all equipment, and to provide an office, shop, restrooms, customer lounge and telephone facilities for customer use. Hard surfaced, on-site off-street auto parking area and a paved aircraft apron, all within the leased area and sufficient to accommodate the Operator’s activities and operations, shall be provided.

3. The Operator shall obtain and maintain, as a minimum, the repair station certificates as required by the FAR Part 145 and amendments thereto which are applicable to the operation.

4. The Operator performing the services under this category will be required to carry the types of insurance in the limits specified in the Minimum Insurance Requirements Section of the Schedule of Charges in the Operations Manual.

5. The Operator shall have in its employ, and on duty during its operating hours, trained and FAA-certificated personnel in such numbers as are required to satisfy the demand of the flying general public.

B. SPECIALIZED COMMERCIAL FLYING SERVICES

1. A specialized commercial flying service is an Operator engaged in air transportation for hire for the purpose of providing the use of aircraft for the activities listed below:
   a. Sightseeing flights.
   b. Crop-dusting, seeding, spraying, bird chasing, fish spotting, and mosquito control and abatement spraying.
   c. Banner towing and aerial advertising.
   d. Aerial photography or survey.
   e. Fire Fighting.
   f. Power line or pipeline patrol.
   g. Freight for hire.
   h. Any other operation specifically excluded from Part 135 of the Federal Aviation Regulations.

2. The Operator shall lease adequate space and/or land area to meet the requirements of the operation at the Airport subject to the prior approval of the Authority.

3. In the case of crop-dusting, aerial application or aerial insect control, the Operator shall demonstrate that they will make suitable arrangements to have such space, infrastructure and facilities available in his leased premises for the safe loading, unloading, storage and containment of all chemical materials and servicing (including washing) of all aircraft involved. The Operator shall be properly licensed by the Louisiana Department of Agriculture for aerial application in the State of Louisiana and any other state or federal agency with jurisdiction over the Operator’s activity. In addition, the Operator shall comply with the aerial application guidelines issued by FAA, EPA, USDA, Louisiana Department of Agriculture, Louisiana Department of Wildlife and Fisheries, LSU Cooperative Extension Service, and any other applicable regulatory agency with jurisdiction over the operation.
4. The Operator shall provide and have based on his leasehold, either owned or under written lease to the Operator, not less than one (1) airworthy aircraft, suitably equipped for, and meeting all the requirements of the Federal Aviation Administration and applicable regulations of the State of Louisiana with respect to the type of operations to be performed.

5. The Operator performing the services under this category is required to carry the types of insurance in the limits specified in the Minimum Insurance Requirements in the Schedule of Charges.

6. The Operator shall pay any landing fee as may be established and/or modified from time to time by the Airport Authority.

C. FLIGHT TRAINING

1. The Operator shall lease from the Authority such an area of ground space on which shall be erected a building providing sufficient floor space to hangar at least one (1) aircraft, prior specified and dimensioned, to house all equipment, and to provide an office, shop, restrooms, customer lounge and telephone facilities for customer use. Hard surfaced, on-site, off-street auto parking area and a paved aircraft apron, all within the leased area and sufficient to accommodate the Operator’s activities and operations, shall be provided.

2. The Operator shall have available for use, either owned or under lease to Operator, a sufficient number of aircraft properly certificated to handle the proposed scope of the training operation, but not less than one (1) current FAA-certificated aircraft.

3. The Operator performing the services under this category will be required to carry the types of insurance in the limits specified in the Minimum Insurance Requirements Section of the Schedule of Charges.

4. The Operator shall have his premises open and services available during hours sufficient to meet the demand of the general aviation public.

5. The flight training operator shall have, on a full-time basis, certificated pilot(s) and instructor(s) in sufficient numbers to meet the demands of the number of students expected to be engaged in such flight training.

D. AIRCRAFT SALES (NEW AND/OR USED)

1. The Operator shall lease from the Authority such an area of ground space on which shall be erected a building providing sufficient floor space to hangar at least one (1) aircraft, prior specified and dimensioned, to house all equipment, and to provide an office, shop, restrooms, customer lounge and telephone facilities for customer use. Hard surfaced, on-site, off-street auto parking area and a paved aircraft apron, all within the leased area and sufficient to accommodate the Operator’s activities and operations, shall be provided.
2. The Operator shall provide necessary and satisfactory arrangements for the repair and servicing of aircraft, but only for the duration of any sales guarantee or warranty period. Servicing facilities may be provided by any extant repair shop operation at the Airport.

3. The Operator who is engaged in the business of selling new aircraft shall have access to at least one FAA-certificated, airworthy demonstrator aircraft for each category or class of aircraft sold.

4. The Operator shall satisfy the terms of any aircraft manufacturer's franchise agreements.

5. The Operator performing the services under this category will be required to carry the types of insurance in the limits specified in the Minimum Insurance Requirements Section of the Schedule of Charges.

6. The Operator shall have his premises open and services available during hours sufficient to meet the demand of the general aviation public.

7. The Operator shall have in its employ and on duty during the required operating hours sufficient trained personnel in such numbers as are required to meet the requirements, but never less than one (1) person having a current commercial pilot certificate with single-engine rating and instructor rating, or be so rated himself.

E. AIRCRAFT POWER PLANT REPAIR, OVERHAUL AND INSPECTION

1. The Operator shall lease from the Authority such an area of ground space on which shall be erected a building providing sufficient floor space to hangar at least one (1) aircraft, prior specified and dimensioned, to house all equipment, and to provide an office, shop, restrooms, customer lounge and telephone facilities for customer use. Hard surfaced, on-site, off-street auto parking area and a paved aircraft apron, all within the leased area and sufficient to accommodate the Operator's activities and operations, shall be provided.

2. The Operator shall maintain certification as an FAA-approved repair station at all times.

3. The Operator performing the services under this category will be required to carry the types of insurance in the limits specified in the Minimum Insurance Requirements Section of the Schedule of Charges.

4. The Operator shall have his premises open and services available during hours sufficient to meet the demand of the general aviation public.

F. AIRCRAFT RENTAL

1. The Operator shall lease from the Authority such an area of ground space on which shall be erected a building providing sufficient floor space to hangar at least one (1) aircraft, prior specified and dimensioned, to house all equipment, and to provide an office, shop, restrooms, customer lounge and telephone facilities for customer use. Hard surfaced, on-site, off-street auto parking area and a paved aircraft apron, all within the leased area and sufficient to accommodate the Operator's activities and operations, shall be provided.
2. The Operator shall offer for hire FAA-certified, airworthy aircraft, commensurate with the scope of this operation, and shall have at least one current commercial pilot with appropriate ratings for the renting or leasing of aircraft. The aircraft rental operator may, at his option, provide a pilot for an aircraft check ride.

3. The Operator performing the services under this category will be required to carry the types of insurance in the limits specified in the Minimum Insurance Requirements Section of the Schedule of Charges.

4. The Operator shall have his premises open and services available during hours sufficient to meet the demand of the general aviation public.

5. The Operator shall have in his employ and on duty during the required operating hours trained personnel, in such numbers as are required to meet the minimum standards set forth, currently certified by the FAA with ratings appropriate to the work being performed.

G. AIRCRAFT CHARTER/AIR TAXI SERVICE

1. The Operator shall lease from the Authority such an area of ground space on which shall be erected a building providing sufficient floor space to hangar at least one (1) aircraft, prior specified and dimensioned, to house all equipment, and to provide an office, shop, restrooms, customer lounge and telephone facilities for customer use. Hard surfaced, on-site, off-street auto parking area and a paved aircraft apron, all within the leased area and sufficient to accommodate the Operator's activities and operations, shall be provided.

2. An Operator shall have and maintain during the term of the tenancy at the Airport, an Air Taxi license and shall operate in compliance with all appropriate Federal Aviation Regulations (FARs).

3. The Operator shall provide not less than one (1) single-engine (four-place) aircraft, prior specified and dimensioned, equipped for and capable of use under instrument conditions, either owned or under lease to Operator, all of which must meet the requirements of the FAA Air Taxi Commercial Operator Certificate held by the Operator.

4. The Operator shall provide aircraft charter and/or air taxi service as defined in FAR Part 135.

5. The Operator shall meet the requirements of FAR Part 135 and provide proof of compliance to the Authority.

6. The Operator shall provide at least one FAA-certified commercial pilot, current and rated for air taxi service.

7. The Operator performing the services under this category will be required to carry the types of insurance in the limits specified in the Minimum Insurance Requirements Section of the Schedule of Charges.

8. The Operator shall have his premises open and services available during hours sufficient to meet the demand of the general aviation public.
9. The Operator shall have in his employ and on duty during the required operating hours trained personnel in such numbers as are required to meet the minimum standards set forth in this category, but never less than one (1) FAA-certificated commercial pilot with appropriate ratings to permit the flight activity offered by the Operator.

10. The Operator shall have available sufficient qualified operating crews or satisfactory number of personnel for checking in passengers, handling of luggage, ticketing, and for furnishing or arranging for suitable ground transportation. The Operator shall provide reasonable assurance of a continued availability of qualified operating crews and approved aircraft within a reasonable or specified maximum notice period.

11. The Operator shall pay any landing fee as may be established and/or modified from time to time by the Airports Authority.

12. The Operator shall annually provide to the Airport Authority a monthly report of all charter/air taxi flights originating and/or terminating at the Airport(s), identifying the aircraft utilized, their maximum gross landing weight and the number of passengers.

VII. NON-COMMERCIAL OPERATIONS

A. FLYING CLUBS

1. All flying clubs desiring to base their aircraft and operate on the Airport(s) must have a valid lease agreement with the Airport Authority and comply with the applicable provisions of these Minimum Standards.

2. The club shall be a non-profit entity (corporation, association or partnership) organized for the express purpose of providing its members with aircraft for their use only.

3. Flying clubs shall not offer or conduct charter, air taxi, or rental of aircraft operations. They may not conduct aircraft flight instruction except for their own regular members, and only those members of the flying club may operate the aircraft. Any qualified mechanic who is a registered member and part owner of the aircraft owned and operated by a flying club shall not be restricted from doing maintenance work on aircraft owned by the club.

4. All flying clubs and their members are prohibited from leasing or selling any goods or services whatsoever to any person or firm other than a member of such club at the Airport except that said flying club may sell or exchange its capital equipment.

5. The flying club, with its lease or permit request, shall furnish the Authority with:

   a. a copy of its charter and by-laws, articles of association, partnership agreement or other documentation supporting its existence;

   b. evidence of insurance in accordance with the Minimum Insurance Requirements Section of the Schedule of Charges;

   c. the number and type of aircraft, kept current and reported to the Airport Authority annually;
d. evidence that aircraft are properly certificated by FAA;

e. evidence that ownership is vested in the club; and,

f. the operating rules of the club.

6. The books and other records of the club shall be available for review at a reasonable time by the Authority or its authorized agent throughout the term of the club’s lease with the Authority.

7. A flying club at Acadiana Regional and/or Le Maire Memorial Airport shall abide by and comply with all Federal, State and local laws.

8. A flying club which violates any of the foregoing, or permits one or more members to do so, will be required to terminate all operations at Acadiana Regional and/or Le Maire Memorial Airport.

B. CORPORATE AIRCRAFT OPERATORS

1. Corporate aircraft operators are Operators of aircraft which are either owned by an individual, group or corporation ("Person") which are used solely for the transportation of the owning individuals or the personnel of the owning corporation or business. Such aircraft may not be used as vehicles for hire nor may their facilities be used for any commercial aviation activities on the Airport.

2. Any Person desiring to base their aircraft and operate on the Airport(s) must comply with the applicable provisions of these Minimum Standards.

3. In order to operate on the Airport(s), Operators in this category must have a valid lease agreement with the Authority.

4. Lessee may install a privately owned above-ground fuel system for their personal use with prior approval from the Authority. Such fuel may not be sold to outside parties. Duplicate copy of the fuel vendor’s ticket shall be delivered to the Authority at the time of delivery of fuel into tanks and the established fuel flowage fee shall be paid to the Authority by the Operator. Lessee may store a maximum of five (5) gallons of flammable materials, other than that contained in any Airport Authority-approved above-ground fuel system, on the leasehold.

5. Lessee may perform maintenance on Lessee’s aircraft on the leased premises only. No commercial maintenance may be performed at any time. Such performance requires certification as a Fixed Base or Commercial Service Operator.

6. No commercial activity of any other type is permitted on the premises.

7. The Operator performing the services under this category will be required to carry the types of insurance in the limits specified in the Minimum Insurance Requirements Section of the Schedule of Charges.
C. PERSONAL AIRCRAFT OPERATORS

1. Any individual desiring to base their aircraft and operate on the Airport must comply with the applicable provisions of these Minimum Standards.

2. In order to operate on the Airport(s), Operators of aircraft in this category must have a valid Lease with the Authority.

3. Fuel shall not be stored or dispensed inside any hangar. Fuels shall be stored only in above-ground facilities. Fueling shall only be performed by those organizations specifically approved by Authority.

4. Lessee may store a maximum of five (5) gallons of flammable materials, other than that contained in any Airport Authority-approved above-ground fuel system, on the leasehold.

5. Aircraft service and/or maintenance is permitted within the leased premises. Out-sourced commercial maintenance may be performed.

6. No commercial activity of any type is permitted on the premises.

7. The Operator performing the services under this category will be required to carry the types of insurance in the limits specified in the Minimum Insurance Requirements Section of the Schedule of Charges in the Operations Manual.

VIII. BOARD OF ARBITRATION

A person thought to be engaging in a private or commercial activity without meeting the Minimum Standards required by this document may not be operating in the public interest.

If in the opinion of the Authority or upon the written request of any users of the Airport which shows cause for investigation, the Board of Arbitration shall be convened by the Airport Authority, through its Chairman.

The Board of Arbitration shall be composed of the Authority Chairman and four disinterested parties appointed by the Authority. The Board shall be chaired by the Authority Chairman. Each of the five members shall have one vote. A quorum of five members must be present for action to be taken.

Once empanelled, the Board shall, as objectively as possible, investigate the operation in question and develop a recommendation. The FAA may then take mandatory action as necessary, and the Board as a whole shall convey its recommendations to the Authority, through the Chairman. The written request showing cause to convene the Board of Arbitration shall be sent and registered through the United States Mail to the domicile of the Authority.

The recommendation of this Board shall in no way be binding upon the Authority. The purpose of this Board is simply to provide the Authority with experienced, responsible recommendations concerning Airport safety. Furthermore, these Board members shall not in any way be liable nor reproachable for their recommendations to the Authority.